

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

244893 C.M.J.

THIS INDENTURE, Made this 6th day of November A.D. 1923, between

W. H. Hill and Bernice Hill, his wife,

of Jenks, Tulsa County, in the State of Oklahoma, of the first part, and

The First State Bank, Jenks, Oklahoma,

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Two hundred and no/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part its heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lots Nine (9) and Ten (10) in Block Forty two (42) in the town of Jenks, Tulsa County, Oklahoma according to the recorded plat thereof on file in the office of the Register of Deeds, Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$,04 and issued Receipt No. 12527 therefor in payment of mortgage tax on the within mortgage.

Dated this 21 day of Nov 1923

W. W. S. Key, County Treasurer

L. Key

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

W. H. Hill and Bernice Hill, his wife

grantor 1st have executed and delivered one certain promissory note dated November 6th, 1923

to said part 2nd of the second part for \$ 200.00 at the rate of 10% per annum after maturity;

due March 6th, 1924.

with interest at the rate of 10 per centum per annum, payable semi annually.

And the first part 1st agree to keep the buildings insured for \$ 500.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 20.00

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part its heirs or assigns, said sum of money in the above described note together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, and said part 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby waive or not waive appraisal, at the option of said second part 2nd its heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

W. H. Hill

Bernice Hill

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 6th day of November 1923, personally appeared

W. H. Hill and Bernice Hill, his wife,

to me known to be the identical person 1st who executed the within and foregoing instrument and acknowledged to me, that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission expires September 2nd, 1925. (Seal)

Minnie Hugo,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 20 day of November 1923, at 1:00 o'clock P. M.

Book 424, Page 404

Brady Brown,

Deputy. (Seal)

O. G. Weaver

County Clerk.